

THE UNITED STATES PATENT AND TRADEMARK OFFICE

Application of: Mohan L. SANDUJA *et al.*

Confirmation No.: 8511

Application No.: 10/676,083

Art Unit: 1711

Filed: October 2, 2003

Examiner: Nutter, Nathan M.

For: POLYMER-GRAFTED
STRETCHABLE COTTON

Attorney Docket No.: 67470-60893

SUBMISSION OF TERMINAL DISCLAIMER

Commissioner for Patents
PO Box 1450
Alexandria, Virginia 22313-1450

Sir:

The fee for processing the attached Terminal Disclaimer is believed to be **\$130.00**. Please charge the required fee to Collier Shannon Scott, PLLC Deposit Account No. 03-2469. A copy of this sheet is enclosed.

Date: January 5, 2005

Respectfully Submitted,

Seth A. Watkins Reg. No. 47,169
COLLIER SHANNON SCOTT, PLLC
3050 K Street, NW, Suite 400
Washington, D.C. 20007
(202) 342-8400

Enclosure

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Application of: Mohan L. SANDUJA *et al*

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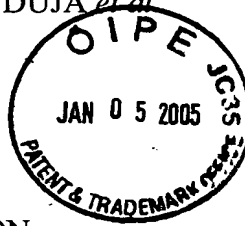
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TERMINAL DISCLAIMER

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

Your Petitioner, Seth A. Watkins represents that he is an attorney at Collier Shannon Scott, PLLC, the attorneys of record for the present application.

Your Petitioner states that HEALTHTEX APPAREL CORP. is the assignee of the entire interest in and to:

- 1) the instant application, Application No. 10/676,083 by virtue of an Assignment recorded on November 2, 2001 at Reel 012294, Frame 0440;
- 2) U.S. Patent No. 6,638,319 B2 by virtue of an Assignment recorded on November 2, 2001 at Reel 012294, Frame 0629;
- 3) U.S. Patent No. 6,645,255 B2 by virtue of an Assignment recorded on November 2, 2001 at Reel 012294, Frame 0440; and
- 4) U.S. Patent No. 6,645,256 B2 by virtue of an Assignment recorded on November 2, 2001 at Reel 012294, Frame 0892.

Petitioner hereby disclaims, except as provided below, the terminal part of any patent granted on Application No. 10/676,083 which would extend beyond the expiration date of U.S. Patent No. 6,638,319 B2 which issued on October 28, 2003, U.S. Patent No. 6,645,255 B2 which issued on November 11, 2003, and U.S. Patent No. 6,645,256 B2 which issued on November 11, 2003, and hereby agrees that any patent so granted on Application No. 10/676,083 shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to U.S. Patent No. 6,638,319 B2, U.S. Patent No. 6,645,255 B2, and U.S. Patent No. 6,645,256 B2.

Petitioner further agrees that this agreement is to run with any patent granted on

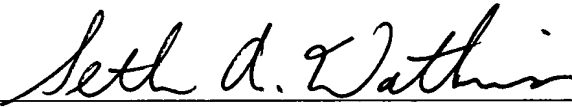
Application No. 10/676,083 and is to be binding upon the grantees, their successors, and assigns.

Petitioner does not disclaim any terminal part of any patent granted on Application No. 10/676,083 prior to the expiration date of the full statutory terms of U.S. Patent No. 6,638,319 B2, U.S. Patent No. 6,645,255 B2, and U.S. Patent No. 6,645,256 B2 in the event that any of said patents: later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. 1.321, has all claims canceled by a reexamination certificate, is reissued, or is otherwise terminated in any manner prior to the expiration of its full statutory term, except for the separation of legal title stated above.

Petitioner hereby confirms that he has reviewed the assignment and, to the best of his knowledge and belief, title is in the assignee seeking to take action in this matter and that he is empowered to act on behalf of the Assignee.

Petitioner hereby declares that all statements made herein of his own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Signed this 5th day of January, 2005.

By: 
Name: Seth A. Watkins, Reg. No. 47,169
Position: Attorney for Assignee, Healthtex Apparel Corp.